

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (OCT 2016)

The Premises are described as follows:

A. **Office and Related Space:** 8,390 rentable square feet (RSF), yielding 7,295 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 5th floor(s) and known as Suite(s) 540, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

B. **Common Area Factor:** The Common Area Factor (CAF), defined under Section 2 of the Lease, is established as 15 percent. This factor, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

C. Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. **Parking:** 23 parking spaces as depicted on the plan attached hereto as Exhibit B, reserved for the exclusive use of the Government, of which 23 shall be structured/inside parking spaces, and Zero shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. **Antennas, Satellite Dishes, and Related Transmission Devices:** (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (OCT 2016)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

| | FIRM TERM 9/1/2019 - 8/31/2023 | FIRM TERM 9/1/2023 - 8/31/2026 | NON-FIRM TERM 9/1/2026 - 8/31/2029 |
|--|-----------------------------------|-----------------------------------|---------------------------------------|
| | ANNUAL RENT | ANNUAL RENT | ANNUAL RENT |
| SHELL RENT ¹ | (b) (4) | (b) (4) | (b) (4) |
| OPERATING COSTS ² | (b) (4) | (b) (4) | (b) (4) |
| TENANT IMPROVEMENTS RENT ³ | (b) (4) | (b) (4) | (b) (4) |
| BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴ | (b) (4) | (b) (4) | (b) (4) |
| PARKING ⁵ | (b) (4) | (b) (4) | (b) (4) |
| TOTAL ANNUAL RENT | \$254,250.01 | \$268,500.20 | \$268,186.74 |

¹Shell rent calculation:

(Firm Term Years 1-4) (b) (4) (rounded) per RSF multiplied by the RSF stated under Paragraph 1.01

(Firm Term Years 5-7) (b) (4) (rounded) per RSF multiplied by the RSF stated under Paragraph 1.01

(Non-firm Term Years 8-9) (b) (4) (rounded) per RSF multiplied by the RSF stated under Paragraph 1.01

²Operating Costs rent calculation: (b) (4) per RSF multiplied by the RSF stated under Paragraph 1.01

³Tenant Improvements of (b) (4) are amortized at a rate of 8.0 percent per annum over 10 years.

⁴Building Specific Amortized Capital (BSAC) of (b) (4) are amortized at a rate of 8 percent per annum over 10 years

⁵Parking costs described under sub-paragraph 1 below (23 Structured parking spaces)

B. In instances where the Lessor amortizes either the TI or Building Specific Amortized Capital (BSAC) for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

C. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 7,295 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.